

**COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
CLEVELAND NATIONAL FOREST
AND
CITY OF SANTEE**

THIS COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the USDA Forest Service, Cleveland National Forest, hereinafter referred to as the Forest Service, and the City of Santee, hereinafter referred to as the City and jointly referred to as Parties under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856), the Stafford Act, Public Law 93-288 as amended (42 USC 5121 et. seq.), the Granger-Thye Act of April 24, 1950 (16 USC 572), and the Cooperative Funds and Deposits Act of Dec 12, 1975 (16 USC 565a1-3).

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the Direct Protection Areas of Parties signatory to this Agreement. This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

It is also meant to provide overhead personnel for Federal Incident Management Teams and miscellaneous overhead resources.

The Agreement also provides for cooperation in fuels treatments and Prescribed Fires within the Direct Protection Areas of the Parties signatory to this Agreement.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Forest Service and City have responsibilities for prevention and suppression on lands administered by each agency, on private lands, and on other lands for which both parties have assumed fire management responsibilities through authorized agreements.

As both Parties maintain prevention, detection and suppression forces to protect areas each is responsible for, it is mutually advantageous and in the public interest for the parties to this Agreement to coordinate and assist in each other's efforts in prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility. It is also mutually advantageous for both Parties to provide support and participate in non-fire emergencies of national scope.

III. DEFINITIONS See Exhibit A.

IV. GENERAL PROVISIONS

1. **ANNUAL OPERATING PLANS** The Parties will agree annually, prior to the initiation of fire season, on a mutual Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, current rates for use of City equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. Each AOP shall become attached to and made a part of this Agreement, and shall supercede any inconsistent provisions in a prior AOP. In the event a new AOP is not mutually agreed upon by the Parties prior to the initiation of fire season, the prior AOP shall continue in full force and effect until a new AOP is mutually agreed upon.

2. **RECIPROCAL FIRE PROTECTION (MUTUAL AID)** The AOP will also establish Initial Attack response areas for lands of intermingled or adjoining protection responsibilities. Within such areas a Supporting Party will, upon request or voluntarily, provide Mutual Aid in support of the Protecting Party. All assistance beyond the Mutual Aid period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. Mutual Aid will follow the guidelines specified in the then-current AOP.

3. **ASSISTANCE BY HIRE** All requests for Assistance by Hire must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The City may provide out-of-state assistance to the Forest Service when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as Mutual Aid in the then-current AOP adopted pursuant to this Agreement.

Except for Mutual Aid, all requests for fire suppression assistance in either Party's DPA shall be Assistance by Hire. Any other resources provided by a Supporting Party, and not specifically ordered by the Protecting Party, shall be considered a voluntary contribution.

4. **INDEPENDENT ACTION** Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands within the other Party's DPA to suppress wildfires, if the fire is a threat to property within that Party's DPA. In such instances, the Party taking action will promptly notify the Protecting Party.

The Party taking such action will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report with 10 days. Such action shall be considered the independent action of the Party taking action and shall not constitute Assistance by Hire.

5. **NOTIFICATIONS** Each Party will promptly notify a Protecting Party of fires burning on or threatening lands within the Protecting Party's DPA.

When providing voluntary Mutual Aid assistance, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the AOP; detailing what equipment and personnel have been dispatched to the Incident location.

6. **BOUNDARY FIRES** Both Parties shall have responsibility for Initial Attack in the case of Boundary Fires. Neither Party will assume the other is aware of a Boundary Fire, or is taking action. The officer-in-charge who arrives first at the Boundary Fire will act as Incident Commander. When both Parties have arrived it will be mutually agreed to the designation of the Incident Commander or the initiation of Unified Command.
7. **COST SHARING** Following multi-jurisdictional Incidents and Incidents which threaten or burn across DPA boundaries, the Parties will jointly develop and execute a written Cost Share Agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the Cost Share Agreement and shall supercede the billing timelines identified in Clause 15.
8. **COMMUNICATION SYSTEMS** The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
9. **FACILITIES, EQUIPMENT AND SUPPORT** The Parties may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. AOPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using Party. Any shared cost or reimbursements will be governed in accordance with the existing policy of each Party.
10. **JOINT PROJECTS** The Parties may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of the Parties. Such projects will be properly documented, with the objectives of each undertaking and the role each Party will play in accomplishing that objective fully explained. Anticipated cost and the amount of each Party's share of the cost will be shown and itemized.
11. **REPLACEMENT OF FIRE SUPPLIES** The Protecting Party may authorize replacement or reimbursement of any Non-cache items owned by the Supporting Party and lost or damaged during an Incident due to a specific Incident-related event, upon receipt of reasonably acceptable documentation and proof of damage from the Supporting Party, utilizing the Protecting Party's appropriate form. Cache items expended or damaged during an Incident will be replaced by the Protecting Party at the Incident if available. The Protecting Party may authorize restocking of

Cache items that are not available for replacement at the Incident, at the Protecting Party's facilities, utilizing the Protecting Party's appropriate requisition form.

12. **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE** The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On Initial Attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires.
13. **TRAINING** The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each Party will bear the cost of training for their respective employees unless specifically addressed in the AOP.
14. **FIRE TRAINING CENTERS** Each of the Parties to this Agreement agree to reimburse (or bill) the other Party for fire training rendered at that Party's training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility. Reimbursement and billing arrangements for the rent of either Party's training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility.
15. **BILLING PROCEDURES** The Supporting Party will bill the Protecting Party for costs incurred for Assistance by Hire. Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of City personnel assigned to Forest Service Incident Management Teams and miscellaneous overhead assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the AOP. The costs of Backfilling employees of either Party into local home unit positions for personnel that have been mobilized to Incidents are not reimbursable.

The Supporting Party shall submit a bill within 90 days of an Incident.

Parties must use their own invoice form for billing under this Agreement, which form shall avoid any confusion with other services that may have been ordered under any other agreement(s). Each invoice must be accompanied by supporting documentation. **For the purpose of this Agreement, OES F-42 is not an acceptable support document.** Invoices must identify Supporting Party name, address, and Taxpayer Identification Number (City only), fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached

AOP. It will also include itemized deductions for fuel, oil, maintenance and repair of equipment. City invoices will include "Record of Activities" (FSLA-5) and Forest Service invoices will include transaction register.

The applicable administrative rate may be applied to reimbursement billing utilizing Office of Management and Budget's, "Cost Principles for State, Local, and Indian Tribal Governments" OMB Circular A-87 (60 FR 26484, dated May 17th, 1995, as further amended at 62 FR 45934). Applicable administrative rates must be approved and identified in the attached AOP.

Invoices for services under this agreement must be sent to the appropriate Protecting Party at the following addresses:

Cleveland National Forest
Attn: Carlton Joseph
Deputy Fire Management Officer
10845 Rancho Bernardo Rd. Ste. 200
San Diego, CA 92127-2107

City of Santee
Fire Department
10601 Magnolia Ave
Santee, CA 92071

All bills will have a payment due date 30 days upon receipt by the City or Forest Service.

Contested Billings: Written notice that a bill is contested will be mailed to the Supporting Party within 60 days of receipt of the invoice and will fully explain the contested items. Contested items will be resolved no later than 60 days following receipt of the written notice. Both parties are responsible for working in good faith to resolve contested billings.

16. **FIRE PREVENTION** Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire prevention and rural fire safety presentations and demonstrations.
17. **FIRE RESTRICTIONS AND CLOSURES** Parties will coordinate declarations, such as fire season, fire restrictions and closures, within each Party's policy and procedures.
18. **PRESCRIBED FIRE AND FUELS TREATMENT** This AGREEMENT is meant to cover the cooperation and use of resources for the purposes of Prescribed Fire and Fuels Treatments. The Parties may cooperate in the development and implementation of Prescribed Fire plans. Mutually beneficial projects may be at no cost or Assistance by Hire where appropriate. In the event a wildfire results from Prescribed Fire, responsibility and accountability for the cost of suppression rest with the Party that has authority for igniting the burn as identified in the

Prescribed Fire Plan. Each Party will keep the other Party informed of all Prescribed Fire operations.

19. **NATIONAL EMERGENCIES** Each Party to this Agreement may respond upon request of the other Party or another authorized entity to Nationally declared emergencies providing there are no statutory prohibitions against such use. Legal citations for this use are not outlined in this Agreement and therefore reimbursement provisions may be different than what is described herein.
20. **EMPLOYMENT POLICY** Employees of the Parties shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of Incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment. No employee of any one Party shall become an employee of the other Party by reason of this Agreement.
21. **EXAMINATION OF RECORDS** Each Party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement. Each Party shall retain and make such documents available to the other Party for a period of 3 years after final payment.
22. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the Parties.
23. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either Party to expend, or as involving either Party in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.
24. **MODIFICATIONS** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being made.
25. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** Forest Service agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any City incident. The City agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any Forest Service incident, IMT assignment or overhead request. Qualified personnel shall be listed in the AOP.
26. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The PARTIES to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

27. PERSONAL PROTECTIVE EQUIPMENT The Parties agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. ~~In the case of Forest Service resources, NFPA standards apply in wildland fire situations. In the case of City resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.~~

28. LAW ENFORCEMENT Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all Parties. The Parties shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.

29. EQUIPMENT Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall be operated, serviced, and repaired by the owning Party unless the Parties agree otherwise. Fuel, lubricants, and maintenance are the fiscal responsibility of the Supporting Party, except that, on an Incident, parts, fluids and minor repairs may be provided by the Protecting Party to keep the equipment functional. In providing parts, fluids and minor repairs, Protecting Party shall give priority to any item required for the equipment to be kept safe and operational. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedules, which eliminates any purchase or replacement costs for the apparatus.

30. WAIVER OF CLAIMS AGAINST THE PARTIES The Parties signatory to this Agreement hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

31. NONDISCRIMINATION The Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

32. ACCIDENT INVESTIGATIONS Whenever an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall take immediate steps to notify the Supporting Party that an accident has occurred. As soon as practical, the Protecting Party shall conduct an investigation of the accident and shall be responsible for all costs relating to the investigation. If the Supporting Party requests or conducts a supplemental investigation, it shall bear the costs for investigation personnel required therefore. The sharing of information between Parties on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

33. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Any information provided to the City is subject to the California Public Records Act, California Government Code section 6250 et seq.

34. **DEBT COLLECTION IMPROVEMENT ACT** The City shall furnish their tax identification number (TIN) upon execution of this Agreement. The City may wish to enroll in the Automatic Deposit program. Information concerning this program can be found at: www.nfc.usda.gov/dcia/eftweb.htm.

35. **TERMINATION** Both Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other Party.

36. **LEGAL AUTHORITY** The City certifies that the person executing this on their behalf has the legal authority to enter into this Agreement.

37. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective, unless earlier terminated, for five years from that date, at which time it will expire unless renewed.

38. **ALTERNATE DISPUTE RESOLUTION** In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

39. **INDEMNITY CLAUSE**

- A. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers shall have no liability to Forest Service or any other person for, and Forest Service shall indemnify, protect (with legal counsel approved by City) and hold harmless City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, of any third party (collectively "CLAIMS"), which City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers may suffer or incur or to which City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of Forest Service's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of Forest Service, its agents, officers, directors, sub-consultants or employees, committed in performing any of the services under this AGREEMENT.

a. The foregoing obligations of Forest Service shall not apply to the extent that the CLAIMS arise from the negligence or willful misconduct of City or its elected ~~and appointed boards, officials, officers, agents, employees and volunteers~~

~~b. Forest Service and its respective elected and appointed boards, officials, officers, agents, employees and volunteers shall have no liability to City or any other person for, and City shall indemnify, protect and hold harmless Forest Service and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, of any third party (collectively "CLAIMS"), which Forest Service and its respective elected and appointed boards, officials, officers, agents, employees and volunteers may suffer or incur or to which Forest Service and its respective elected and appointed boards, officials, officers, agents, employees and volunteers may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of City's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of City, its agents, officers, directors, sub-consultants or employees, committed in performing any of the services under this AGREEMENT.~~

The foregoing obligations of City shall not apply to the extent that the CLAIMS arise from the negligence or willful misconduct of Forest Service or its elected and appointed boards, officials, officers, agents, employees and volunteers

40. PRINCIPAL CONTACTS The principal contacts for this Agreement are:

FOREST SERVICE CONTACT

Carlton Joseph

Deputy Chief – Fire Operations

(858) 674-2948

Fax: (858) 674-2999

cjoseph@fs.fed.us

CITY OF SANTEE CONTACT

~~Dave Miller~~ Division Chief

10601 Magnolia

~~Santee, Ca 92071~~

(619) 258-4100 Ext 202

dmiller@ci.santee.ca.us

FOREST SERVICE GRANTS AND AGREEMENTS SPECIALIST

Bonnie Harris

Grants and Agreements Coordinator

(626) 574-5246

CITY ADMINISTRATIVE CONTACT

Mike Rottenberg, Fire Chief

10601 Magnolia

Santee, Ca 92071

(619) 258-4100 Ext 200

CITY TAXPAYER IDENTIFICATION NUMBER: 95-3559473

DUNS NUMBER: 103163374

REVIEW:

Bonnie Harris

Bonnie Harris

FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST

Shawn Hagerty
CITY ATTORNEY

Date

10/2/08

Date

APPROVAL:

~~IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below:~~

William Metz
Will Metz
FOREST SUPERVISOR

11/3/08
Date

Keith Till
Keith Till
CITY MANAGER

10/24/08
Date

Exhibit A, Definitions
Exhibit B, Annual Operating Plan
Exhibit C, Form FSLA-5 Record of Activity

COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT A

DEFINITIONS

ADMINISTRATIVE RATE: That pre-established percentage charge that will be applied by the billing Party, as set forth in the AOP.

AGENCY ADMINISTRATOR: A Party's employee with full authority to make decisions on all matters affecting that Party's participation at the Incident.

AIRCRAFT: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the City or Forest Service.

ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the Protecting Party. Reimbursement may be actual cost or according to pre-established rates set forth in the AOP.

AVAILABLE: Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

BACKFILLING: The act of providing cover staffing at the station or administrative site that has been vacated by the resources provided to the incident.

BOUNDARY FIRE: A fire burning on or directly adjacent to the boundary between the City's and the Forest Service's respective Direct Protection Areas.

CACHE: Fire tools and equipment assembled in planned quantities or standard units at a strategic point for exclusive use in fire suppression, excluding Non-cache items and those items listed as not reimbursable in the AOP.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Annual Operating Plan, to a wildfire for initial attack or for critical need.

COOPERATIVE FIRE PROTECTION: Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of City and Forest Service financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

DIRECT PROTECTION AREA (DPA): That area which, by law or pursuant to the terms of this Agreement, is provided wildland fire protection by the City or by the Forest Service, as shown in

the Direct Protection Area Maps. DPAs may include a mixture of City and Forest Service responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection responsibility for each Party.

FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM: A program in which Federal property originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to America, Protecting lives and property across the nation. The term "personal" simply refers to any tangible property that is not real estate. This can include trucks, aircraft, personal protective equipment, fire hose, et cetera, but not buildings.

FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.

HOSTING UNIT: The organization or area responsible for the incident or the area where the incident occurs.

INCIDENT: An occurrence or event, either human-caused or natural phenomenon, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INCIDENT COMMANDER: This ICS position is responsible for overall management of the incident and reports to the Agency Administrator for the Protecting Party. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

INITIAL ATTACK: Resources initially committed to an incident.

MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

MUTUAL AID: Automatic Initial Attack response by suppression resources (excluding aircraft and pilot[s]) as specified in the AOP Plan for specific pre-planned Initial Attack response areas and provided at no cost to the Protecting Party for the first specified hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Aircraft (fixed and rotary-winged, including pilot[s]) shall always be Assistance by Hire.

NON-CACHE: Specialty items, other than Cache items and items listed as not reimbursable in the AOP, used in the suppression of fires at an Incident.

PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

PROTECTING Party: The Party responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

SUPPORTING Party: The Party directly contributing suppression, rescue, support or service resources to the Party possessing direct fire protection responsibility for the area upon which an incident is located.

SUPPRESSION: All the work of confining and extinguishing a fire beginning with its discovery.

UNIFIED COMMAND: The organizational structure implemented on multi-jurisdictional incidents. The Parties' Incident Commanders will jointly determine incident objectives.

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.